

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ALPHONZA FLETCHER,)	
)	
Plaintiff,)	
v.)	
)	CIVIL ACTION FILE
SHRI YAMUNA ENTERPRISES, INC.;)	
GSJ COVINGTON, LLC; GOPI)	
COVINGTON, LLC; SANJAY PATEL;)	NO.: 1:15-cv-03156-ODE
GANI MOHAMMED; and RIZWAN)	
MOMIN,)	
)	
Defendants.)	

JOINT MOTION TO APPROVE SETTLEMENT

Plaintiff ALPHONZA FLETCHER and Defendants SHRI YAMUNA ENTERPRISES, INC.; GSJ COVINGTON, LLC; GOPI COVINGTON, LLC; SANJAY PATEL; GANI MOHAMMED; and RIZWAN MOMIN (collectively referred to as the “Parties”) jointly move for approval of the mutually agreed upon terms and conditions of the settlement of Plaintiff’s claims under the Fair Labor Standards Act (“FLSA”).

1.

Plaintiff commenced this FLSA action on September 9, 2015.

2.

Defendants deny that they violated the FLSA in any way.

3.

Good-faith disputes between the Parties remain, including:

- (a) Whether Defendants violated the FLSA;
- (b) The method to be used in calculating overtime payments if payment for overtime was required;
- (c) The amount of overtime, if any, Plaintiff worked;
- (d) The amount of damages, if any, to be awarded and any appropriate offsets or adjustments; and
- (e) Whether liquidated damages are appropriate and, if so, the amount of such damages; and

4.

In order to settle the foregoing and all other outstanding issues between them, the Parties have entered into a Settlement Agreement. The Settlement Agreement obligates Defendants to pay Plaintiff an amount representing 100% of Plaintiff's claimed back wages and liquidated damages, and an amount representing his attorneys' fees and costs. The Settlement Agreement also includes

the other material terms of a settlement between the Parties, such as Plaintiff's release of his claims. A copy of the agreement is attached hereto as Exhibit 1.

5.

The Parties believe that the Settlement Agreement is a fair and reasonable resolution of Plaintiff's claims and that the Court should approve the Settlement Agreement.

6.

The Parties further agree that, upon the Court's approval of this Joint Motion, that the action should be dismissed *with prejudice*.

WHEREFORE, the Parties pray that the Court grant this Joint Motion to Approve Settlement and further order the dismissal of this action, with prejudice.

/s/ Tyler A. Dillard
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**CERTIFICATE OF SERVICE AND
COMPLIANCE WITH LOCAL RULE 5.1(C)**

I hereby certify that I electronically filed the foregoing **JOINT MOTION TO APPROVE SETTLEMENT** with the Clerk of Court using the CM/ECF system which will automatically send e-mail notification to such filing to the following attorneys of record:

Tyler A. Dillard
tdillard@atclawfirm.com

I further certify that the foregoing has been prepared in a Times New Roman 14 point font, one of the font and point selections approved by the Court in Local Rule 5.1(C).

This 29th day of September, 2015.

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